

· (90 वर्ष ) 115,656,694.00 10,000.00 80 10,080.00 4,000 नकल व प्रति शुल्क फीस रजिस्ट्री ओसत वार्षिक किराया योग शब्द लगभग श्री /श्रीमती नोएडा वि0 प्रा0 द्वारा आनन्द कुमार, ओ.एस पुत्र / पत्नी श्री पेशा नौकरी निवासी स्थायी सै0 6 नोएडा अस्थायी पता दिनांक 6/7/2010 ने यह लेखपत्र इस कार्यालय में समय 12:23PM वजे निवन्धन हेतु पेश किया। K.K.Mishra उप निबन्धक (प्रथम) नोएडा निष्पादन लेखपत्र बाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त 6/7/2010 श्री/श्रीमती नोएडा वि0 प्रा0 द्वारा आनन्द कुमार, श्री/श्रीमती मै0 Perfect Prop Build (P) Ltd द्वारा ओ.एस अभिषेक गोयत पुत्र/पत्नी श्री पुत्र/पत्नी श्री पुत्र राजबीर सिंह गोयत पेशा नौकरी र्पेशा व्यापार निवासी सै0 6 नोएडा निवासी बीएफ-17/21 सैक्टर 8 सिहिए विकली-85

ने निप्पादन स्वीकार किया |

ए-43/71 नोएडा एस.सी.गुप्ता

एफ-7/80 नोएडा

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूटे नियमानुसारे

एच.आर.गुप्ता

व्यापार

जिनकी पहचान श्री स् पुत्र श्री एम.एस.यादव पेशा व्यापार

पेशा निवासी

पुत्र श्री

पेशा

निवासी ने की । सतेन्द्र सिंह

K.K.Mishra उप निबन्धक (प्रथम) नोएडा 6/7/2010

### LEASE DEED

This Lease Deed made on 5<sup>th</sup> day of July, 2010 (Two thousand and ten) between the NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successors, assigns of the one part and M/s PERFECT PROP BUILD (P) LTD., a Special Purpose Company, within the meaning of Companies Act, 1956, having its registered office at House No. 273, Sector-1, Sadiq Nagar, New Delhi-110049 through its Authorized Signatory Shri. ABHISHEK GOYAT S/o Shri. RAJBIR SINGH GOYAT R/o B-F-17/21, SECTOR-8, ROHINI, NEW DELHI-110085, duly authorized by the Board of Directors vide Resolution dated 24.05.2010 hereinafter called the Lessee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the Plot No GH-03/B Sector-77 NOIDA (Sub Divided Plot of Plot No. GH-03 Sector-77) on the terms and conditions hereinafter appearing for the purpose of constructing Residential Flats according to the set backs and building plan approved by the lessor.

AND WHEREAS the Lessor has through a Sealed Two-Bid tender System awarded to the CONSORTIUM CONSISTING OF-M/s KANBALL INFRASTRUCTURE PVT. LTD. (LEAD MEMBER), M/s SUPERTECH LIMITED (RELEVANT MEMBER), M/s SMARTLINK PVT. LTD. (RELEVANT MEMBER), M/s AVP BUILDTECH PVT LTD. (RELEVANT MEMBER) & M/s GRIHA PRAVESH BUILDTECK PVT. LTD.(RELEVANT MEMBER) the plot NO. GH-03, SECTOR-77, NOIDA, after fulfilling the terms and conditions prescribed in the brochure of Group Housing Scheme Code GH-2010 (II) and its corrigendums, vide Reservation Letter No. NOIDA/GHP/GH-2010(II)/2010/5401 dated 29/03/2010 and Allotment Letter No.

LESSEE

For Perfect Trophyill Pvt Lt.

Auth. Signatory

### पट्टा दाता

Registration No.:

2755

Year :

2010-

Book No .

0101 नोएडा वि0 प्रा0 द्वारा आनन्द कुमार, ओ.एस

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### पट्टा दाता

Registration No.:

2755

Year :

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Book No .

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NOIDA/GHP/GH-2010(II)/2010/5644 dated 31/03/2010 & for the development and marketing of Group Housing Pockets/ Flats on the detailed terms and conditions set out in the said allotment letter and brochure of the said Scheme.

AND WHEREAS the lessor approved the sub division of Group Housing Plot No. GH-03, Sector-77 as GH-03/A, Sector-77 (admeasuring to 20,000.00 sq mtr), GH-03/B, Sector-77 (admeasuring to 39,295.50 sq mtr) and GH-03/C, Sector-77 (admeasuring to 20,700.00 sq mtr) and the name and status of M/s PERFECT PROP BUILD (P) LTD. as Special Purpose Company, on the request of consortium members (as mentioned above), in accordance with the Clause-C-8(e) of the brochure of the scheme, to develop and marketing the project on demarcated plot No.GH-03/B, Sector-77, NOIDA measuring 39,295.50 sq. mtrs vide letter No NOIDA/GHP/GH-2010(II)/2010/9334 dated 30<sup>th</sup> JUNE, 2010.

## AND WHEREAS the lessee is a Special Purpose Company comprising of-LIST OF MEMBERS/ SHAREHOLDERS

SL. NO.	NAME OF MEMBERS/ SHAREHOLDER	% AGE OF SHAREHOLDING	Status
1	M/s KANBALL INFRASTRUCTURE PVT. LTD.	60%	Lead Member
2	M/s SUPERTECH LIMITED	20%	Relevant Member
3	M/s SMARTLINK PVT. LTD.	20%	Relevant Member

And it has been represented to the lessor that the Special Purpose Company members have agreed amongst themselves that INFRASTRUCTURE PVT. LTD., having its registered office at PLOT NO.2 SECTOR-10, DWARKA, NEW DELHI-110075 shall remain always be the Lead Member of the Special Purpose Company and whose shareholding in the Special Purpose Company shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lessor (Authority). However, the Special Purpose Company will be allowed to Transfer/ Sell up to 49.00% of its shareholding, subject to the condition that the original "Relevant Members" including the "Lead Member" shall continue to hold at least 51.00% of the shareholding and the "Lead member" shall remain unchanged till the temporary occupancy/ completion certificate of at least one phase of the project is obtained from the Lesson.

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For Performant Subuild Pvt Ltd

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### पट्टा गृहीता

Registration No.:

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Year:

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बीएफ-17/21 सैक्टर 8 रोहिणी दिल्ली-85

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## II. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:-

1. This in consideration of the total premium of Rs.81,56,56,693.50 (Rupees Eighty One Crore Fifty Six Lac Fifty Six Thousand Six Hundred Ninety Three & Paise Fifty only) out of which 10% of i.e. Rs 8,15,65,669.35 (Rupees Eight Crore Fifteen Lac Sixty Five Thousand Six Hundred Sixty Nine & Paise Thirty Five only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). There shall be moratorium of 24 months from the date of allotment and only the interest @ 11% per annum compounded half yearly, accrued during the moratorium period, shall be payable in equal half yearly instalments. After expiry of moratorium period, the balance 90% premium i.e. Rs 73,40,91,024.15 (Rupees Seventy Three Crore Forty Lac Ninety One Thousand Twenty Four & Paise Fivteen only) of the plot along with interest will be paid in 16 half yearly instalments in the following manner:-

SL NO	DUE	INSTALMENT (in Rs.)	INTEREST (in Rs)	TOTAL (in Rs.)
1	30.09.2010	T 11 3-44	40375007	40375007
2	30.03.2011		40375007	40375007
3	30.09.2011		40375007	40375007
4	30.03.2012		40375007	40375007
5	30.09.2012	45880690	40375008	86255698
6	30.03.2013	45880690	37851570	83732260
7	30.09.2013	45880690	35328132	81208822
8	30.03.2014	45880690	32804694	78685384
9	30.09.2014	45880690	30281256	76161946
10	30.03.2015	45880690	27757818	73638508
11	30.09.2015	45880690	25234380	71115070
12	30.03.2016	45880690	22710942	68591632
13	30.09.2016	45880690	20187504	66068194
14	30.03.2017	45880690	17664066	63544756
15	30.09.2017	45880690	15140628	61021318
16	30.03.2018	45880690	12617190	58497880
17	30.09.2018	45880690	10093752	55974442
18	30.03.2019	45880690	7570314	53451004
19	30.09.2019	45880690	5046876	50927566
20	30.03.2020	45880690	2523438	48404128

In case of default in depositing the installments or any payment, interest @ 14% compounded half yearly shall be leviable for defaulted period on the defaulted amount.

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All payment should be made through a demand draft/pay order drawn in favour of "NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/Noida. The Lessee should clearly indicate his name and details of plots applied for / allotted on the reverse of the demand draft/pay order.

Premium referred to in this document means total amount payable to the Lessor for the allotted plot.

All payments should be remitted by due date. In case the due date is a bank holiday then the lessee should ensure remittance on the previous working day.

The payment made by the lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.

In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land.

The amount deposited by the lessee will first be adjusted against the interest and thereafter against allotment money, installment, and lease rent respectively. No request of the lessee contrary to this will be entertained.

### A. EXTENSION OF TIME

 Extension of time, normally, shall not be allowed for more than 60 days for each instalment to be deposited, subject to a maximum of three (3) such extensions during the entire payment schedule.

For the purposes of arriving at the due date, the date of issuance of the Allotment Letter will be reckoned as the date of allotment.

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And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and agreement herein contained and on the part of the Lessee to be respectively paid observed and performed, the Lessor doth hereby demise on lease to the lessee that plot of land numbered as Group Housing Plot No.GH-3/B, Sector-77, in the NOIDA, Distt. Gautam Budh Nagar (U.P.) contained by measurement 39,295.50 Sq. mtrs. be the same a little more or less and bounded:

On the North by

As per Site

On the South by

As per Site

On the East by

As per Site

On the West by

As per Site

And the said plot is more clearly delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as the demised premises with their appurtenances up to the lessee for the term of 90 (ninety) years commencing from 5<sup>th</sup> July, 2010 except and always reserving to the Lessor.

- a) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- b) The Lessor reserves the right to all mine and minerals, claims, washing goods, earth oil, quarries, in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining removing and enjoy the same without providing or leaving any vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the Lessee for all damages directly occasioned by the exercise of such rights. To decide

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the amount of reasonable compensation the decision of the Lessor will be final and binding on the Lessee.

# (ii) AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANTS WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) Yielding and paying therefore yearly in advance during the said term unto the lessor in the month of MARCH for each year the yearly lease rent indicated below:-
  - (i) The lessee has paid Rs. 81,56,566.94 say Rs. 81,56,567.00 as lease rent being 1% of the plot premium for the first year of lease period.
  - (ii) The lease rent may be enhanced by 50% after every 10 years i.e. 1.5 times of the prevailing lease rent.
  - (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of the lease deed and thereafter, every year, on or before the last date of the previous financial year.
  - (iv) Delay in payment of the advance lease rent will be subject to an interest @14% per annum compounded half yearly on the defaulted amount and for the defaulted period.
  - (v) The lessee will have the option to pay lease rent equivalent to 11 years @1% per year i.e. equivalent to 11% of the total premium of the plot as "One Time Lease Rent" unless the NOIDA decides to withdraw this facility. On payment of "One Time Lease Rent", no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the allottee has paid the earlier lease rent due and lease rent already paid will not be adjusted in the "One Time Lease Rent" option.

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- b) The Lessee shall be liable to pay all rates, taxes, charges and assessment leviable by whatever name called for every description in respect of the plot of land or building constructed thereon assessed or imposed from time to time by the lessor or any Authority/ Government. In exceptional circumstances the time of deposit for the payment due may be extended by the lessor. But in such case of extension of time an interest @ 14% p.a. compounded every half yearly shall be charged for the defaulted amount for such delayed period. In case lessee fails to pay the above charges it would be obligatory on the part or its members/ sub lessee to pay proportional charges for the allotted areas.
- c) The Lessee shall use the allotted plot for construction of Group Housing. However, the lessee shall be entitled to allot the dwelling units on sublease basis to its allottee and also provide space for facilities like Roads, Parks etc. as per their requirements, convenience with the allotted plot, fulfilling requirements or building bye-laws and prevailing and under mentioned terms & conditions to the lessor. Further transfer/sub lease shall be governed by the transfer policy of the Lessor.
  - Such allottee/sub lessee should be citizen of India and competent to contract.
  - ii) Husband/wife and their dependent children will not be separately eligible for the purpose of allotment and shall be treated as single entity.
  - iii) The permission for part transfer of plot shall not be granted under any circumstances. The Lessee shall not be entitled to complete transaction for sale, transfer, assign or otherwise part with possession of the whole or any part of the building constructed thereon before making payment according to the schedule specified in the lease deed of the plot to the Lessor. However, after making payment of premium of the plot to the lessor as per schedule specified in the lease deed, permission for transfer of built up flats or to part with possession of the whole or any part of the building constructed on the Group Housing Plot, shall be granted and subject to payment of transfer charges as per policy prevailing at the time of granting such permission of transfer.

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However, the Lessor, reserves the right to reject any transfer application without assigning any reason. The lessee will also be required to pay transfer charges as per the policy prevailing at the time of such permission of transfer.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the lessor. On the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent.
- b) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.
- The Lessee has obtained building occupancy certificate from Building Cell, NOIDA.
- d) The lessee shall submit list of individual allottees of flats within 6 months form the date of obtaining occupancy certificate
- e) The Lessee shall have to execute sub lease in favour of the individual allottees for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use only.
- g) The Lessee shall pay an amount of Rs. 1000/- towards processing fee and proportionate (pro-rate basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute sub lease deed between lessor, lessee and proposed transferee (sub-lessee). The Lessee/ sub lessee shall also ensure adherence to the building regulations and directions of the lessor. The lessee as well as sub lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the lessor/ Government of U.P.

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- h) The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fee of Rs. 1000/- will be payable in such case. The transfer of the flat in favour of 1<sup>st</sup> sub-lessee shall be allowed without any transfer charges but sub lease deed will be executed between the lessor & Lessee and allottee. However, a processing fee of the Rs. 1000/- will be payable at the time of transfer/execution of sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of sub-lease deed.
- i) Every sale done by the lessee shall have to be registered before the physical possession of the flat/plot is handed over.
- j) Without obtaining the completion certificate, the lessee shall have option upto 30.09.2010 to divide the allotted plot and to sub-lease the same with the prior approval of NOIDA on payment of transfer charges @ 2% of allotment rate. However, the area of each of such sub divided plots should not be less than 20,000 sq. mtrs.
- k) Rs. 1000/- shall be paid as processing fee in each case of transfer of flat in addition to transfer charges.

### NORMS OF DEVELOPMENT

a. The Lessee is allowed to develop the plots/construct the flats subject to achieving the density with the following norms.

Maximum permissible Ground Coverage	40 %
Maximum permissible FAR	2.75
Set backs	As per Building Bye-laws
Maximum Height	No Limit

- b. The Set Backs (front and other three sides) shall be allowed as per Building Bye Laws and Regulation Prevailing at present.
- c. The ground coverage, FAR, Set Back, Height, Green Area & Parking shall be allowed as per\_terms and conditions of brochure/ allotment /lease deed and the Building Regulations and Bye-laws of the NOIDA.

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### CONSTRUCTION

- 1. The allottee is required to submit building plan together with the master plan showing the phases for execution of the project for approval within 6 months from the date of possession and shall start construction within 12 months from the date of possession. Date of execution of lease deed(s) shall be treated as the date of possession. The Lessee/Sub-lessee(s) shall be required to complete the construction of group housing pockets on allotted plot as per approved layout plan and get the completion/occupancy certificate issued from Building Cell Department of the NOIDA in maximum 5 phases within a period of 7 years from the date of execution of the lease deed(s). The lessee/Sub-lessee(s) shall be required to complete the construction of minimum 15% of the total F.A.R. of the allotted plot as per approved layout plan and get temporary occupancy/completion certificate of the first phase accordingly issued from the building cell of the NOIDA within a period of three years from the date of execution of lease deed/Sub-lease deed.
- 2. The allottee shall make the provisions for the development of community facilities such as school, dispensary, milk-booth, community centre, electric sub-station water storage tank, bus/taxi stand etc. as per the provisions of the Master Plan and Building Bye-Laws of the NOIDA.
  - 3. All the peripheral/external development works as may be required to be carried out, including the construction of approach roads, drains, culverts, electricity distribution/transmission lines, water supply, sewerage etc. will be provided by the Lessor / NOIDA. However, all the expenses as may be required to connect these services with the internal system of services of plot shall be incurred by the Lessee/Sub-lessee(s).
  - 4. Without prejudice to the NOIDA's right of cancellation, the time for the completion of the Project can be extended for a maximum period of another three years only with penalty as under:

For first year the penalty shall be 4% of the total premium of the plot.

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- For second year the penalty shall be 5% of the total premium of the plot.
- For third year the penalty shall be 6% of the total premium of the plot.

Extension for more than three years, normally will not be permitted.

- 5. In case the Lessee/Sub-lessee(s) does not construct building within the time provided including the extension granted, if any, for the above, the lease deed/sub-lease deed, as the case may be, shall be liable to be cancelled. Lessee/Sub-lessee(s) shall lose all rights to the allotted land and buildings appurtenant thereto.
- The lessee/Sub-lessee(s) may implement the project in maximum of five phases and the occupancy certificate/completion certificate shall be issued by the NOIDA phase wise accordingly, enabling them to do phase-wise marketing.

### MORTGAGE

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The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/ financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Lessee/Sub-lessee(s) should have valid time period for construction as per terms of the lease deed/sub-lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Lessee/Sub-lessee(s) will submit the following documents:

 Sanction letter of the scheduled Bank/Govt. organization/ financial institution approved by the Government of India.

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- An affidavit on non-judicial stamp paper of Rs.10/- duly notarized stating that there is no unauthorised construction and commercial activities on the Residential Area (Group Housing).
- Clearance of upto date dues of the NOIDA.

NOIDA shall have the first charge on the plot towards payment of all dues of NOIDA.

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the NOIDA shall be entitled to claim and recover such percentage, as decided by the NOIDA, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the NOIDA in respect of the market value of the said land shall be final and binding on all the parties concerned.

The NOIDA's right to the recovery of the unearned increase and the preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

### TRANSFER OF PLOT

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Without obtaining the completion certificate the lessee/ sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plots as per the planning norms of the NOIDA and to transfer the same to the interested parties upto 30.09.2010 or till the extended date, if any, with the prior approval of the NOIDA on payment of transfer charges @ 2% of the allotment rate. However, the area of each of such sub-divided plot should not be less than

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20,000 sq. mtrs. However, individual flat will be transferable with prior approval of the NOIDA as per the following conditions:-

- (i) The dues of the NOIDA towards the cost of land shall be paid in accordance with the payment schedule specified in the Lease Deed/sub-lease deed before executing of sub-lease deed of the flat.
- (ii) The lease deed/sub-lease deed has been duly executed.
- (iii) Transfer of the flat will be allowed only after obtaining the temporary occupancy/ completion certificate for the respective phase by the Lessee/sub-lessee.
- (iv) The sub-lessee of the individual flat undertakes to put to use the premises for the residential use only.
- (v) First sale of a flat to an individual allottee shall be through a Sub-lease/Lease Deed to be executed on the request of the Lessee/ sub-lessee to the NOIDA in writing. No transfer charges will be payable in case of first sale. However, on subsequent sale, transfer charges shall be applicable on the prevailing rates as fixed by the NOIDA.
- (vi)\* Rs. 1000/- shall be paid as processing fee in each case of sale of a flat in addition to the applicable transfer charges.
- (vii) Every sale done by the lessee shall have to be registered before the physical possession of the property is handed over.

### MISUSE, ADDITIONS, ALTERATIONS ETC.

The Lessee/Sub-lessee shall not use flat for any purpose other than for residential purposes.

In case of violation of the above conditions, allotment shall be liable to be cancelled and possession of the premises alongwith structures thereon, if any, shall be resumed by the NOIDA.

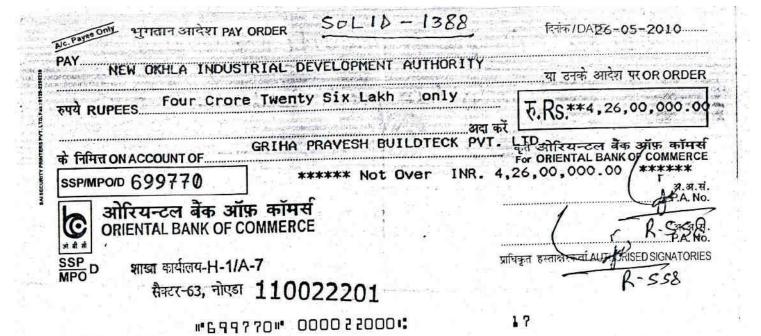
The Lessee/Sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect

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अदा करे	NOIDA
	OR ORDER
ОТ	्र One Crore Three Lakh only
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उत्तर श्रदेश UTTAR PRADESH

P 736833

Stamp Duty Paid in Cash Certificate in favour of m/s PERFECT PROPBUILD PNT. LTD.

In Pursuance of the order of the Collector

No. AMD Dated 27/1/Passed under

section 10-A of the Stamp Act is is certified that
an amount of 18. 4525500

(In words Re. DUL) Charles Fully two Loc Seventy Five Thousand only

this instrument in the State Bank of India

Treasury/Sub Treasury of
by Challan No. 45 Dated 02.71

a Copy of Which is annexed herewith.

Officer-in-Charge

Treasury

Treasury

ATTACHED WITH THE LEASE DEED OF GROUP HOUSING PLOT NO.GH-03/B SECTOR-77, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P.)

LESSOR





Director/Auth. Signatory

